

# APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND

October 2001  
SUMMARY SHEET

**IMPORTANT:** Please consult the "Instructions for Completing the Project Application" for assistance with this form.

APPLICANT: Imago CODE # pending  
(If Unknown Call OPWC)

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 10 / 16 2009

CONTACT: Chris Clements PHONE # ( 513) 921-5124 (THE  
PROJECT CONTACT PERSON SHOULD BE THE INDIVIDUAL WHO WILL BE AVAILABLE DURING BUSINESS HOURS AND WHO CAN BEST ANSWER  
OR COORDINATE THE RESPONSE TO QUESTIONS)

FAX: ( 513) 921-1045 E-MAIL cclements@imagoeearth.org

PROJECT NAME: Enright Ridge Greenspace Acquisition

## ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)
- ☐ B. City (2)
- ☐ C. Township (3)
- ☐ D. Village (4)
- ☐ E. Conservancy District (6)
- ☐ F. Soil & Water  
Conservation District (7)
- ☐ G. Joint Recreational District (8)
- ☐ H. Park District/Authority (9)
- ☒ I. Nonprofit Organization (10)
- ☐ J. Other \_\_\_\_\_ (11)

## PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)
- ☐ B. Riparian Corridor (8)

## PRIMARY PROJECT EMPHASIS 2

(Choose a category from Attachment A  
which most closely describes our  
primary project emphasis.)

## ESTIMATED TOTAL

PROJECT COST (from 1.1f): \$ 138,000

## CLEAN OHIO CONSERVATION

FUNDING REQUESTED: (from 1.2e) \$ 81,000

**NRAC APPROVAL - To be completed by the NRAC Committee ONLY**

GRANT: \$ \_\_\_\_\_

## FOR OPWC USE ONLY

PROJECT NUMBER: \_\_\_\_\_

APPROVED FUNDING: \$ \_\_\_\_\_

Local Participation \_\_\_\_\_% Project Release Date: \_\_\_\_\_

Clean Ohio Fund Participation \_\_\_\_\_%

## 1.0 PROJECT FINANCIAL INFORMATION

### 1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS

(Round to Nearest Dollar)

In Kind  
Dollars

(See definition in instructions.)

a.)	Acquisition Expenses:	\$ <u>78,500.00</u>	\$32,500
	Fee Simple Purchase	\$ <u>78,500.00</u>	(bargain sales)
	Easement Purchase	\$ <u>-0-</u>	
	Other _____	\$ <u>-0-</u>	
b.)	Planning and Implementation:	\$ <u>2,500.00</u>	\$2,500
	Appraisal	\$ <u>1,500.00</u>	(Clean Ohio Fund
	Closing Costs	\$ <u>500.00</u>	application and
	Title Search	\$ <u>500.00</u>	planning assis-
	Environmental		tance from The
	Assessments	\$ _____	Hillside Trust)
	Design	\$ _____	
	Other Eligible		
	Costs	\$ _____	
c.)	Construction or Enhancement of		
	Facilities:	\$ <u>5,000.00</u>	17,000
			(volunteer
			labor and
			support)
d.)	Permits, Advertising, Legal:	\$ _____ .00	_____
e.)	Contingencies:	\$ _____ .00	_____
	(not to exceed 10% of total costs)		
f.)	TOTAL ESTIMATED COSTS:	\$ <u>138,000.00</u>	

## 1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define) <u>Hillside Trust</u> grant-writing & planning services:	\$ <u>2,500.00</u>	
b.) Applicant Contributions (Local Funds) Volunteers - \$17,000 Cash - \$5,000	\$ <u>22,000.00</u>	
c.) Other Public Revenues		
Nature Works	\$ <u>.00</u>	
Land Water Conservation Fund	\$ <u>.00</u>	
Ohio Environmental Protection Agency	\$ <u>.00</u>	
Ohio Water Development Authority	\$ <u>.00</u>	
Community Development Block Grant	\$ <u>.00</u>	
Ohio Department of Natural Resources	\$ <u>.00</u>	
OTHER _____	\$ <u>.00</u>	
d.) Private Contributions (bargain sales)	\$ <u>32,500.00</u>	<u>41%</u>
<b><i>SUBTOTAL LOCAL RESOURCES:</i></b>	\$ <u>57,000.00</u>	
e.) CLEAN OHIO CONSERVATION FUND:	\$ <u>81,000.00</u>	
Funds from another NRAC	\$ <u>.00</u>	
<b><i>SUBTOTAL CLEAN OHIO RESOURCES:</i></b>	\$ <u>81,000.00</u>	<u>59%</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>138,000.00</u>	<u>100%</u>

## 1.3 AVAILABILITY OF LOCAL FUNDS:

Attach a statement signed by the Chief Financial Officer listed in section 4.2 certifying all local share funds required for the project will be available on or before the earliest date listed in the Project Schedule section.

Please list any partnership with other sources. (i.e.; is this part of a larger project or

## 2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

  X   Please check here if additional documentation is attached.

### 2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: Please attach a map.

SEE ATTACHED

PROJECT COUNTY: Hamilton PROJECT ZIP CODE: 45205

B: PROJECT COMPONENTS: Please describe the various project components.

SEE ATTACHED

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

SEE ATTACHED

D: DEFINE TERMS OF EASEMENTS:

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

SEE ATTACHED

E: INFORMATION REGARDING PUBLIC ACCESS

Where is the access located? Is it open to the general public or are there restrictions?  
What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

SEE ATTACHED

### 2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

SEE ATTACHED

## 2.0 PROJECT INFORMATION

### 2.1 BRIEF PROJECT DESCRIPTION:

#### A. SPECIFIC LOCATION

See attached graphic (*Exhibit 1 Location Map*). The parcel is identified as 648 Enright Avenue and 476 Enright Avenue, located on vacant hillside property at the terminus of this dead end street in Price Hill.

**PROJECT COUNTY:** Hamilton

**PROJECT ZIP:** 45205

#### B. PROJECT COMPONENTS

The proposed project involves the fee simple acquisition of four parcels of land from two different owners, covering a total of 13 acres of forested hillside land. The properties comprise over one third of the land area of a 34 acre valley that drains into the Ohio River (*see Exhibit 1*).

The proposed project:

- \* acquires land for natural areas protection
- \* protects highly erodable lands (primarily Eden Flaggy silty clay loam [EdF] - *see Exhibit 2 - Soils Map*)
- \* consists of very steep hillsides with slopes of 20% and greater (*see Exhibit 3 - Topo Map*)
- \* connects Mt. Echo Park with neighborhood greenspace conserved by Imago (*see Exhibit 4 - Existing Parks and Preserves*).

Contracts to purchase property from Kendra Schroer and Klarissa Heimkreiter (comprising the 9.210 acre tract) and to purchase three additional parcels from Sean Mullaney (totaling 3.895 acres) have been signed (*see Attachment D*). The property owners have agreed to bargain sales of land. The sale price of the Schroer/Heimkreiter property is \$72,500, with an appraised value of \$80,000, and the sale price of the Mullaney property is \$6,000, with an appraised value of \$31,000 (*see Attachment E for copies of the summary of the certified appraisals*). For reference purposes, one single copy of each appraisal is included with this grant submission. Imago will hold title to all four parcels of land.

Action must be taken now to protect this property as the owners of the 9.210 acre tract (Kendra Schroer and Klarissa Heimkreiter) are ready to market the property publicly beginning in December, 2009 (*see Attachment F*).

#### C: PROJECT EMPHASIS

The proposed 13 acre greenspace acquisition represents a significant natural amenity to the City of Cincinnati in general, and to the community of East Price Hill and the Enright Ridge Eco-Village in particular. Preservation of the land will provide a variety of benefits, including:

- \* an opportunity to eliminate honeysuckle and re-vegetate the land with native plants, and with food-bearing nut trees (walnuts) and fruit trees (paw-paw).
- \* preserving a high-quality, viable habitat for both plants and animals.

- \* providing greenspace linkages between Mt. Echo Park to the east and open space property currently owned by Imago to the west that can be enjoyed by humans and wildlife alike (*see Exhibit 4*).
- \* providing access to natural areas that result in recreational/educational benefits (including direct trail access to and from Imago's Earth Center); economic benefits (to be gained by establishing limited community supported agricultural gardening on a portion of the 9.210 acre tract), and aesthetic preservation benefits (by conserving a large area of green space in an older urban neighborhood).
- \* preserving forest cover (on a wooded hillside) and by enhancing the habitat of a section (over one-third) of a riparian corridor within a 34-acre watershed of the Ohio River through the permanent acquisition of 13 acres of greenspace.

Imago is working in partnership with the Enright Ridge Urban Eco-Village to restore, improve and maintain the property (*see Attachment G*). It is also partnering with The Hillside Trust for initial planning and technical assistance (*see Attachment H*).

There are several direct community benefits associated with this acquisition. These range from economic (including the ability to expand existing community supported agriculture), to increased social/recreational/and educational benefits for the approximately 8,000 individuals and families who visit Imago's Earth Center each year.

Public access to the forested riparian valley will include a small hiking trail that connects to the Imago Earth Center property. Another access path is available via a 15 foot wide easement connecting the end of Enright Avenue.

A limited operation and maintenance plan is in place. Initially, 1500 hours of volunteer time over the course of three years will be used to remove honeysuckle and replant the property, and to remove garbage and litter dumped along the Fairbanks Ave portion of the property (*see Attachment I*). This work force will be comprised of residents of the Enright Ridge Urban Eco-Village and volunteers recruited through Imago's Earth Center programs. Imago has a long and successful track record of using volunteer assistance for, among other things, greenspace restoration and trail work. It is estimated that these volunteer hours are worth \$15,750 at the rate of \$10.50 per volunteer hour. Another \$1,250 of volunteer labor is quantified by way of donated bobcat operator time and machinery use for a period of 8 hours time (*see Attachment G*).

The four tracts of land include slopes that are greater than 20% in grade, with several in the 40% to 60% range. Preservation of these natural features will also assist in the long-term protection of an unnamed tributary that feeds into the Ohio River. This unnamed stream is part of a headwater network of streams that feed into the Ohio River (*see Exhibit 1*).

The majority of soil composition located on the four tracts is Eden Flaggy (EdF) silty clay loam, which is the largest of five soil types found on the 13 acres (*see Exhibit 2*). According to the Soil Survey of Hamilton County, EdF is known for very rapid runoff, and for erosion problems if the soil is laid bare for construction purposes.

#### **D. TERMS OF EASEMENT:**

Imago will conform to the long-term ownership and control requirements of the Ohio Public Works Commission. Imago will record a deed restriction with the appropriate entity.

## E. INFORMATION REGARDING PUBLIC ACCESS:

Typically, the site will be open to the general public during daylight hours, seven days a week. It will also be available to community gardeners who will use part of the property as an urban garden. Access will be available from Imago's Earth Center building (700 Enright Avenue) and from the end of Enright Avenue itself.

## 2.3 OWNERSHIP/MANAGEMENT/OPERATION

Imago has inspected this property and has deemed it a viable and critical habitat worthy of preservation. Imago has established a three-year restoration plan for this property. The first two years will be spent safely removing as much honeysuckle as possible from the 4 parcels. There are sections of hillsides up to 60% in grade where honeysuckle is the primary vegetation stabilizing the hillside. These sections will likely be left alone for the time being until a more prescriptive plan of action can be devised that ensures the slopes can remain stable while honeysuckle is being eradicated and replaced. As described, all work will be accomplished with volunteer labor and with the donated services of a Bobcat bulldozer and operator. Removal will include a combination of bulldozing, cutting, spot spraying and sheet mulching with cardboard. Imago successfully used a similar approach when restoring the property of its Earth Center headquarters nearly a decade ago.

Once the property has been cleaned up, and non-native invasives are kept at bay, native trees, shrubs, and groundcover will be introduced. This will include wild ginger, large-leaved aster, tall coreopsis, coneflower, wild geranium, wild bergamot, jacob's ladder, bloodroot, black haw, spicebush, shrubby St. John's wort, dogwood, eastern red cedar, and red bud. In addition, an approximate 4-acre upland plateau on the 9.21 acre parcel (*see topo map listed in Exhibit 1*) will be converted into an urban garden planted with a combination of walnut trees and paw-paw trees in one section and annual vegetables in another section, all of which will be tended to and maintained by the Enright Ridge Urban Eco-Village. Native seeds will also be acquired free of charge from local sources, including seeds from The Hillside Trust's active greenspace restoration projects in Mt. Washington and Alms Park.

## HERBACEOUS

<u>Common Name</u>	<u>Installed As</u>	<u># Installed</u>	<u>Price Each</u>	<u>Total Price</u>
wild ginger	quart pots	25	\$6.00	\$150.00
large-leaved aster	quart pots	25	\$6.00	\$150.00
tall coreopsis	quart pots	25	\$6.00	\$150.00
coneflower	quart pots	25	\$6.00	\$150.00
wild geranium	quart pots	25	\$6.00	\$150.00
wild bergamot	quart pots	25	\$6.00	\$150.00
jacob's ladder	quart pots	25	\$6.00	\$150.00
bloodroot	quart pots	25	\$6.00	\$150.00
misc. native seeds			donated	
Sub Total:		200		\$1,200.00

## TREES AND SHRUBS

<u>Common Name</u>	<u>Installed As</u>	<u># Installed</u>	<u>Price Each</u>	<u>Total Price</u>
paw-paw	1/2 gallon	10	\$12.00	\$120.00
black walnut	1 gallon	10	\$25.00	\$250.00
black haw	1/2 gallon	25	\$12.00	\$300.00
spicebush	1/2 gallon	10	\$12.00	\$120.00
St John's wort	1/2 gallon	20	\$12.00	\$240.00
dogwood	1/2 gallon	10	\$12.00	\$120.00
red bud	seeds		donated	
eastern red cedar	1 gallon	15	\$15.00	\$225.00
Sub-total:		70		\$1,375.00
			<b>TOTAL:</b>	<b>\$2,575.00</b>

**Cedar Boards and hardware for Raised Gardening:** \$1,000.00

**Topsoil (delivered):** \$600.00

**Dear Fencing and Tree Guards:** \$500.00

**Misc.:** \$325.00

**GRAND TOTAL: \$5,000.00**



### **3.0 PROJECT SCHEDULE:**

Planning and Design:	10/2009 to 4/2010
Land Acquisition:	4/2010
Site Improvements:	5/2010 to 3/2013

### **4.0 PROJECT OFFICIALS:**

#### **CHIEF EXECUTIVE OFFICER:**

Chris Clements, Executive Director  
Imago  
700 Enright Avenue  
Cincinnati, OH 45205  
phone: (513) 921-5124  
fax: (513) 921-1045 fax  
email: cclements@imagoearth.org

#### **CHIEF FINANCIAL OFFICER:**

James Taddeo, Board President  
4824 Doberrer Ave  
Cincinnati, OH 45232  
phone: 513/708-5255  
email: j\_taddeo@yahoo.com

#### **PROJECT MANAGER:**

Chris Clements, Executive Director

## 5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 1/2 by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [ ] below that each item listed is attached.

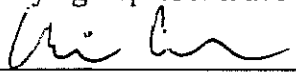
- ☒ A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- ☒ A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- ☒ A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- ☐ Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- ☒ Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- ☒ Have you reviewed your NRAC's methodology to see that you have addressed all components?

## 6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

Certifying Representative (Type or Print Name and Title)

 10/7/09 / Chris Clements, executive director  
Original Signature/Date Signed

## **ATTACHMENTS**

## ATTACHMENT A

### PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A A1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A A2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A A3" IN THE CATEGORY WITH THIRD EMPHASIS.

#### OPEN SPACE

- ☐ 1. Protects habitat for rare, threatened and endangered species
- ☒ 2. Increases habitat protection
- ☐ 3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☐ 4. Preserves high quality, viable habitat for plant and animal species
- ☐ 5. Restores and preserves aquatic biological communities
- ☐ 6. Preserves headwater streams
- ☐ 7. Preserves or restores flood plain and stream side forest functions
- ☐ 8. Preserves or restores water quality
- ☐ 9. Preserves or restores natural stream channels
- ☐ 10. Preserves or restores functioning flood plains
- ☐ 11. Preserves or restores wetlands
- ☒ 12. Preserves or restores stream side forests
- ☐ 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

#### RIPARIAN CORRIDOR

- ☐ 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- ☐ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☐ 16. Reforestation of land
- ☐ 17. Planting vegetation for filtration
- ☐ 18. Incorporates aesthetically pleasing and ecologically informed design
- ☐ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☒ 20. Acquisition of connecting corridors
- ☐ 21. Supports comprehensive open space planning
- ☒ 22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

## **ATTACHMENT B – IMAGO BOARD RESOLUTION**

### **RESOLUTION AUTHORIZING APPLICATION FOR GRANT FROM THE CLEAN OHIO CONSERVATION FUND**

#### **BY THE BOARD:**

**WHEREAS**, the Board of Trustees of Imago have reviewed and considered the merits and components of acquiring the tracts of land known as the Enright Ridge Greenspace Acquisition; and

**WHEREAS**, the Board of Trustees of Imago desire financial assistance under the Clean Ohio Conservation Fund, administered by the Ohio Public Works Commission, in order to enable Imago to purchase real property on Enright Avenue, and listed in the Hamilton County Auditor's Book as parcels 155-0047-0016-00, 155-0047-017-00, 155-0047-0019-00 (comprising 3.895 acres), and parcel 155-0046-0024-00 (comprising 9.210 acres); and

**WHEREAS**, Imago has executed an agreement with the owners of said property, subject to receipt of a grant from the Clean Ohio Conservation Fund of an amount equal to 59% of the project costs; and

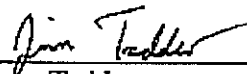
**WHEREAS**, the Board believes the estimated total project costs for this purchase will be \$138,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Imago that an application for a grant from the Clean Ohio Conservation Fund shall be submitted for the Enright Ridge Greenspace Acquisition, being property on Enright Avenue and listed in the Hamilton County Auditor's Book as parcels 155-0047-0016-00, 155-0047-017-00, 155-0047-0019-00, and parcel 155-0046-0024-00, which has an estimated total project cost of \$138,000.

**BE IT FURTHER RESOLVED** that the Trustees agree to obligate the funds that are required to satisfactorily complete this project in order to be eligible for the Clean Ohio Conservation Fund financial assistance in the amount of 59% of the total project costs; and

**BE IT FURTHER RESOLVED** that the Executive Director of The Hillside Trust is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, and to enter into any agreements that may be appropriate and necessary for obtaining the financial assistance from the Clean Ohio Conservation Fund, and to provide all information and said documentation required in said application to the Ohio Public Works Commission.

**ADOPTED AT A REGULAR MEETING** of the Board of Trustees of Imago on the day of  
August 26th, 2009.

  
\_\_\_\_\_  
James Taddeo  
Board President  
Imago

James Taddeo  
4824 Doberrer  
Cincinnati, OH 45232  
513-708-5255

## ATTACHMENT C – IMAGO CERTIFICATION OF FUNDS

### RESOLUTION AUTHORIZING APPLICATION FOR GRANT

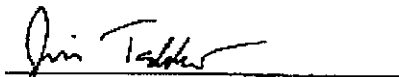
Clean Ohio Conservation Fund

Enright Ridge Greenspace Acquisition

Imago Project Match: \$57,000 (41% of project total)

### CERTIFICATE

I hereby certify that the money required to meet the above obligations has been lawfully appropriated for such purposes, and is in the treasury, or in the process of collection to be credited to the proper fund and free from any previous or outstanding obligation, encumbrance, or certification as required by Section 5705.41 Ohio Revised Code.



James Taddeo  
Board President  
Imago

Date: October 9, 2009

James Taddeo  
4824 Doberrer  
Cincinnati, OH 45232  
513-708-5255

## ATTACHMENT D – CONTRACTS TO PURCHASE

### CONTRACT TO PURCHASE

Imago, Inc. ("Purchaser") hereby agrees to purchase nine and twenty-one hundredth (9.21) acres from Kendra Schroer and Klarissa Heimkreiter, ("Seller") the following Real Estate: Hamilton County Auditor Parcel ID 1550046002400.

The purchase price of the nine acres of the property is Seventy-Two Thousand Five Hundred dollars (\$72,500). The purchase is contingent on the purchaser receiving approval of their grant for Clean Ohio Funds in the calendar year 2009 in an amount sufficient to cover the purchase price.

The purchase price of Seventy-Two Thousand Five Hundred (\$72,500) shall be paid by certified or cashier's check on date of Closing.

Seller agrees the title to said real estate shall be conveyed as soon as possible after approval of purchase and receipt of monies from the Clean Ohio Fund, at a time agreeable by both parties, before April 30, 2010. Purchaser shall examine title at Purchaser's sole expense. In the event that title is found to be defective, Purchaser must notify Seller in writing by Certified Mail of said defects and Seller will clear up or cure said defect(s) at Seller's expense.

**PERSONAL PROPERTY:** Purchaser assumes responsibility for any personal property remaining on the Property at time of the closing.

**INSPECTION CONDITION:** purchaser shall have a period of 15 days following the reception of the Clean Ohio Funds to inspect the Property for the presence of hazardous waste and determine whether the condition, zoning, soils, utilities, and all other matters for which Purchaser deems inspections to be necessary are satisfactory to Purchaser. During the Inspection Period, Purchaser may enter the Property to conduct tests and inspections. Purchaser shall promptly repair any damage to the property resulting from its inspections and Purchaser shall hold Seller harmless from any loss or expense arising out of Purchaser's activities on the Property. If as a result of Purchaser's inspection Purchaser in good faith determines that the results of any inspection are unsatisfactory, Purchaser shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Inspection Period. In the event of termination Seller shall be released from all further obligations under this Agreement. If the Purchaser fails to so terminate this Agreement prior to the expiration of the Inspection Period, Purchaser's rights under this Paragraph shall be deemed waived. Purchaser acknowledges that the inspection Period represents the agreed upon period for Purchaser to conduct an assessment or inspection of the property to determine the presence of hazardous waste and Purchaser waives any other right or opportunity provided by law to conduct an assessment or inspection for those purposes.

Seller will disclose any defects to the property that they are aware of. Beyond this, purchaser is relying solely upon its own examination of the Property and inspections herein required, if any, for its physical condition, character, and suitability for Purchaser's intended use and is not relying upon any representations by the Seller except as expressly set forth herein. Purchaser is taking the Property "as is" as of the closing date.



Real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the closing date shall be prorated between Seller and Purchaser, provided, however, that if the Hamilton County Board of Adjustment changes the assessed valuation for tax year 2009, the prorated amount shall be adjusted accordingly, even if the adjustment occurs after Closing. Purchaser shall be responsible for payment of the fees for recording of the deed, transfer taxes and conveyance fees.

Possession to said Real Estate shall be given at closing.

Purchaser represents that Purchaser has not contracted or employed a Real Estate Broker on this transaction, and agrees to hold Seller harmless on any Real Estate commission or responsibility by reason of his/her conduct.

This agreement shall constitute the entire agreement of the parties, and no oral, verbal, or implied agreements or understandings shall vary the terms of this Contract.

This agreement shall be binding upon the parties, their heirs, administrators, devisees, legatees, successors and assigns.

WITNESS	DATE	PURCHASER
<u>Kathleen A. Carbone</u>	<u>10/7/09</u>	<u>Chris Clements</u> <u>10/7/09</u>
		Chris Clements, Exec Dir. date
<u>[Signature]</u>	<u>10/7</u>	

Purchaser's legal name, Address & phone number: Imago, Inc.  
700 Enright Ave.  
Cincinnati, OH 45205  
513-921-5124

WITNESSES	DATE	SELLER
<u>[Signature]</u>	<u>9/29/09</u>	<u>Kendra Schroer</u> <u>9-29-09</u>
<u>[Signature]</u>	<u>9/29/09</u>	Kendra Schroer date
		<u>Klarissa Heimkreiter</u> <u>9/29/09</u>
		Klarissa Heimkreiter date

Sellers' legal names, addresses and phone numbers:

Kendra Schroer  
1402 Oakridge Dr.  
Cincinnati, OH 45140  
Phone Number: \_\_\_\_\_

Klarissa Heimkreiter  
5607 Brookstone Dr.  
Cincinnati, OH 45230  
Phone number: \_\_\_\_\_

## CONTRACT TO PURCHASE

Imago, Inc. ("Purchaser") hereby agrees to purchase three and nine tenths (3.9) acres from Sean Mullaney, ("Seller") the following Real Estate: Hamilton County Auditor Parcels ID # 155-0047-0016, #155-0047-0017 and # 155-004700019.

The purchase price of the nine acres of the property is Six Thousand dollars (\$6,000). The purchase is contingent on the purchaser receiving approval of their grant for Clean Ohio Funds in the calendar year 2009 in an amount sufficient to cover the purchase price.

The purchase price of Six thousand (\$6,000) shall be paid by certified or cashier's check on date of Closing.

Seller agrees the title to said real estate shall be conveyed as soon as possible after approval of purchase and receipt of monies from the Clean Ohio Fund, at a time agreeable by both parties, before April 30, 2010. Purchaser shall examine title at Purchaser's sole expense. In the event that title is found to be defective, Purchaser must notify Seller in writing by Certified Mail of said defects and Seller will clear up or cure said defect(s) at Seller's expense.

**PERSONAL PROPERTY:** Purchaser assumes responsibility for any personal property remaining on the Property at time of the closing.

**INSPECTION CONDITION:** purchaser shall have a period of 15 days following the reception of the Clean Ohio Funds to inspect the Property for the presence of hazardous waste and determine whether the condition, zoning, soils, utilities, and all other matters for which Purchaser deems inspections to be necessary are satisfactory to Purchaser. During the Inspection Period, Purchaser may enter the Property to conduct tests and inspections. Purchaser shall promptly repair any damage to the property resulting from its inspections and Purchaser shall hold Seller harmless from any loss or expense arising out of Purchaser's activities on the Property. If as a result of Purchaser's inspection Purchaser in good faith determines that the results of any inspection are unsatisfactory, Purchaser shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Inspection Period. In the event of termination Seller shall be released from all further obligations under this Agreement. If the Purchaser fails to so terminate this Agreement prior to the expiration of the Inspection Period, Purchaser's rights under this Paragraph shall be deemed waived. Purchaser acknowledges that the inspection Period represents the agreed upon period for Purchaser to conduct an assessment or inspection of the property to determine the presence of hazardous waste and Purchaser waives any other right or opportunity provided by law to conduct an assessment or inspection for those purposes.

Seller will disclose any defects to the property that they are aware of. Beyond this, purchaser is relying solely upon its own examination of the Property and inspections herein required, if any, for its physical condition, character, and suitability for Purchaser's intended use and is not relying upon any representations by the Seller except as expressly set forth herein. Purchaser is taking the Property "as is" as of the closing date.

Real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the closing date shall be prorated between Seller and Purchaser, provided, however, that if the Hamilton County Board of Adjustment changes the assessed valuation for tax year 2009, the prorated amount shall be adjusted accordingly, even if the adjustment occurs after Closing. Purchaser shall be responsible for payment of the fees for recording of the deed, transfer taxes and conveyance fees.

Possession to said Real Estate shall be given at closing.

Purchaser represents that Purchaser has not contracted or employed a Real Estate Broker on this transaction, and agrees to hold Seller harmless on any Real Estate commission or responsibility by reason of his/her conduct.

This agreement shall constitute the entire agreement of the parties, and no oral, verbal, or implied agreements or understandings shall vary the terms of this Contract.

This agreement shall be binding upon the parties, their heirs, administrators, devisees, legatees, successors and assigns.

WITNESS	DATE	PURCHASER
<u>Kathleen A. George</u>	<u>10/7/09</u>	<u>Chris Clements</u> <u>10/7/09</u>
		Chris Clements, Exec Dir. date
<u>[Signature]</u>	<u>10/7</u>	

Purchaser's legal name, Address & phone number: Imago, Inc.  
700 Enright Ave.  
Cincinnati, OH 45205  
513-921-5124

WITNESSES	DATE	SELLER
<u>[Signature]</u>	<u>10/7</u>	<u>Sean Mullaney</u> <u>10-7-09</u>
<u>Kathleen A. George</u>	<u>10/7/09</u>	Sean Mullaney date

Seller's legal names, addresses and phone numbers:

Sean Mullaney  
554 Evanswood Place  
Cincinnati, OH 45220  
Phone Number: \_\_\_\_\_

## ATTACHMENT E - APPRAISALS



July 25, 2009

Mr. Jim Schenk  
Eco-Village Director- Enright Ridge Eco-Village  
IMAGO  
700 Enright Avenue  
Cincinnati, Ohio 45211

SUBJECT: Market Value Appraisal  
Imago Land Acquisition - Heimkreiter Tract  
648 Enright Avenue  
Cincinnati, Hamilton County, Ohio 45205  
Client Reference Number: Heimkreiter Tract  
Integra Cincinnati/Dayton File No. 108-2009-0680

Dear Mr. Schenk:

Integra Realty Resources – Cincinnati/Dayton is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is IMAGO, and the intended use is for property acquisition purposes and hillside preservation.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the specific requests of the client, IMAGO. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignments results, we use the summary report option of Standards Rule 2-2 of USPAP. Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

IRR.

Mr. Jim Schenk  
IMAGO  
July 25, 2009  
Page 2

The subject is a parcel of vacant land containing an area of 9.21 acres, or 401,188 square feet. The property is zoned SF-6, Single Family, which permits single family dwellings with 6,000 SF of land area.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	June 23, 2009	\$80,000

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.

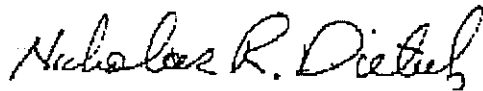
It is noted that current financial and real estate markets are in a state of instability and there are limited transactions that provide reliable evidence of current market value. There is not a consensus of market participants concerning the duration and ultimate severity of the current economic downturn. We have analyzed available data and have applied adjustments that we consider reasonable in light of current uncertainties; however, we caution the users of this appraisal that the value conclusion reported herein may have a lesser degree of reliability than it would in a more normal market.

Mr. Jim Schenk  
IMAGO  
July 25, 2009  
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - CINCINNATI/DAYTON



Nicholas R. Dietrich  
Certified General Real Estate Appraiser  
Ohio Certificate # 383628  
Telephone: 513-561-2305, ext. 115  
Email: [ndietrich@irr.com](mailto:ndietrich@irr.com)



July 25, 2009

Mr. Jim Schenk  
Eco-Village Director- Enright Ridge Eco-Village  
IMAGO  
700 Enright Avenue  
Cincinnati, Ohio 45211

SUBJECT: Market Value Appraisal  
Imago Land Acquisition -Mullaney Tract  
454-476 Enright Avenue  
Cincinnati, Hamilton County, Ohio 45205  
Client Reference Number: Mullaney Lots  
Integra Cincinnati/Dayton File No. 108-2009-0681

Dear Mr. Schenk:

Integra Realty Resources – Cincinnati/Dayton is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is IMAGO, and the intended use is for property acquisition purposes and hillside preservation.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the requests of the client IMAGO. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignments results, we use the summary report option of Standards Rule 2-2 of USPAP. Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject is a parcel of vacant land containing an area of 3.895 acres, or 169,666 square feet as combined but the assembled tract is not fully contiguous. The tract is comprised of three tax

IRR

Mr. Jim Schenk  
IMAGO  
July 25, 2009  
Page 2

parcels or lots of record (1.495, 1.143 and 1.257 acres) all of which offer comparable physical characteristics with two of the three lots being contiguous. A tax parcel in the name of the Ruth and Reed Schuster Trust with a lot area of 1.395 acres per public records separates the three subject lots. The property is zoned SF-6, Single Family, which permits single family dwellings with 6,000 SF of land area.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value Parcel 155-0047-0016-00	Fee Simple	June 23, 2009	\$9,000
Market Value Parcel 155-0047-0017-00	Fee Simple	June 23, 2009	\$10,000
Market Value Parcel 155-0047-0019-00	Fee Simple	June 23, 2009	\$12,000

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.


It is noted that current financial and real estate markets are in a state of instability and there are limited transactions that provide reliable evidence of current market value. There is not a consensus of market participants concerning the duration and ultimate severity of the current economic downturn. We have analyzed available data and have applied adjustments that we consider reasonable in light of current uncertainties; however, we caution the users of this appraisal that the value conclusion reported herein may have a lesser degree of reliability than it would in a more normal market.



Mr. Jim Schenk  
IMAGO  
July 25, 2009  
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,  
**INTEGRA REALTY RESOURCES - CINCINNATI/DAYTON**



Nicholas R. Dietrich  
Certified General Real Estate Appraiser  
Ohio Certificate # 383628  
Telephone: 513-561-2305, ext. 115  
Email: [ndietrich@irr.com](mailto:ndietrich@irr.com)

## ATTACHMENT F

October 11, 2009

Chris Clements  
Imago, Inc.  
Enright Avenue  
Cincinnati, Ohio

Re: Listing of Enright Property

Dear Chris:

This letter serves to inform you that we have contracted with a real estate agency to sell all but two of our properties. We would also like to list the Enright property but are waiting until December as you asked.

Please know that if Imago cannot buy this property then we will list it on the open market as soon as possible after the new year.

Sincerely yours,



Kendra G. Schroer

cc: Klarissa S. Heimkreiter

## ATTACHMENT G



September 30, 2009

Natural Resourced Assistance Council  
Clean Ohio Conservation Fund

Dear NRAC Members:


The Enright Ridge Urban Eco-village strongly supports the grant request to preserve approximately 13 acres of land by Imago. This beautiful property will provide habitat for animals, a place for people to enjoy the natural world, as well as a place to provide urban grown food for both humans and other animals.

The eco-village is committed to this project and is prepared to:

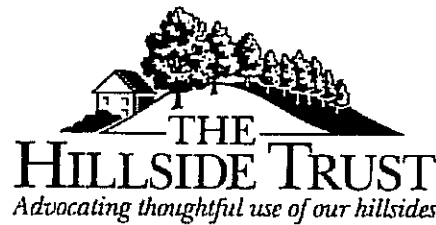
1. Develop a food garden with its CSA on part of the land.
2. Develop a forest garden that will help to preserve the hillsides and provide food for animals and for people.
3. In collaboration with Imago, provide at least 1500 hours of volunteer work to clean up, restore, replant and preserve this land.
4. A volunteer who will use his bobcat for 8 hours in helping to prepare the land.
5. Provide trees and plants for this project.

The land is only minutes from downtown Cincinnati. We believe it is a perfect piece of land to preserve. It will serve people in our community and in our city, in perpetuity.

Sincerely yours,

  
R. James Schenk, Executive Director

## ATTACHMENT H



September 14, 2009

**BOARD OF TRUSTEES**

**PRESIDENT**  
OTTO DANIEL WOLFF, ESQ.

**VICE PRESIDENT**  
HENRY L. STEPHENS, ESQ.

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JAY A. FINKE, CFP

**SECRETARY**  
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TIM AGNELLO, PG  
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TIM JECKERING, AIA  
GARY MEISNER, PASLA  
DR. DAVID NASH  
DR. MARY RIESTENBERG  
RICHARD D. SPOOR, ESQ.

**EXECUTIVE DIRECTOR**  
ERIC RUSSO

**TECHNICAL ASSISTANT**  
RANDY SIMES

Mr. Chris Clements, executive director  
Imago  
700 Enright Ave  
Cincinnati, OH 45205

Dear Chris:

This letter acknowledges The Hillside Trust's technical and professional support of Imago's efforts to purchase 4 parcels of land, totaling 13 acres, at the end of Enright Avenue in East Price Hill. The Hillside Trust is pleased to assist your organization in the following efforts.

The Hillside Trust will prepare the grant application to the Clean Ohio Conservation Fund under the Imago name. The Hillside Trust will provide planning and technical assistance in the restoration of the preserved greenspace should the grant application prove successful. Finally, The Hillside Trust will provide Imago with native seeds collected from ongoing woodland restoration projects in Mt. Washington and in Alms Park.

As an in-kind contribution to your land acquisition efforts, The Hillside Trust estimates its grant writing, planning and technical assistance to be worth \$2,500.

Sincerely,

Eric Russo  
Executive Director

## ATTACHMENT I



700. Enright Avenue  
Cincinnati OH 45205

(513) 921-5124  
(513) 921-0123 fax

info@imagoearth.org  
www.imagoearth.org

NRAC Committee District 2,

I am writing to commit Imago's volunteer resources to the improvement of the Enright Ridge Greenspace Acquisition. Imago has a long history of recruiting and managing volunteer towards the restoration of natural spaces. Our volunteers and volunteer managers have cleaned up litter, removed invasive species, planted appropriate trees and shrubs, and established trails.

Imago will devote to this project at least 1500 volunteer hours, along with the expertise and supervision of our volunteer managers.

Should you have any questions please do not hesitate to contact me at (513) 921-5124 or by email at [cclements@imagoearth.org](mailto:cclements@imagoearth.org)

Thank you,

A handwritten signature in dark ink, appearing to read "Chris Clements", written over a horizontal line.

Chris Clements  
Executive Director  
Imago

## ATTACHMENT J

### PROTECTING AND PRESERVING THE OHIO RIVER CORRIDOR



October 7, 2009

Jim Schenk  
Imago  
700 Enright Ave.  
Cincinnati, Ohio 45205

Dear Jim,

Western Wildlife Corridor is very pleased to hear that Imago is planning to acquire the additional property on Fairbanks Ave. We fully support the acquisition of this site and its preservation as a natural area.

This land if acquired will connect to property already owned by Imago, forming a large continuous area that is protected. It is in the Western Wildlife Corridor and is near other properties owned by Western Wildlife Corridor.

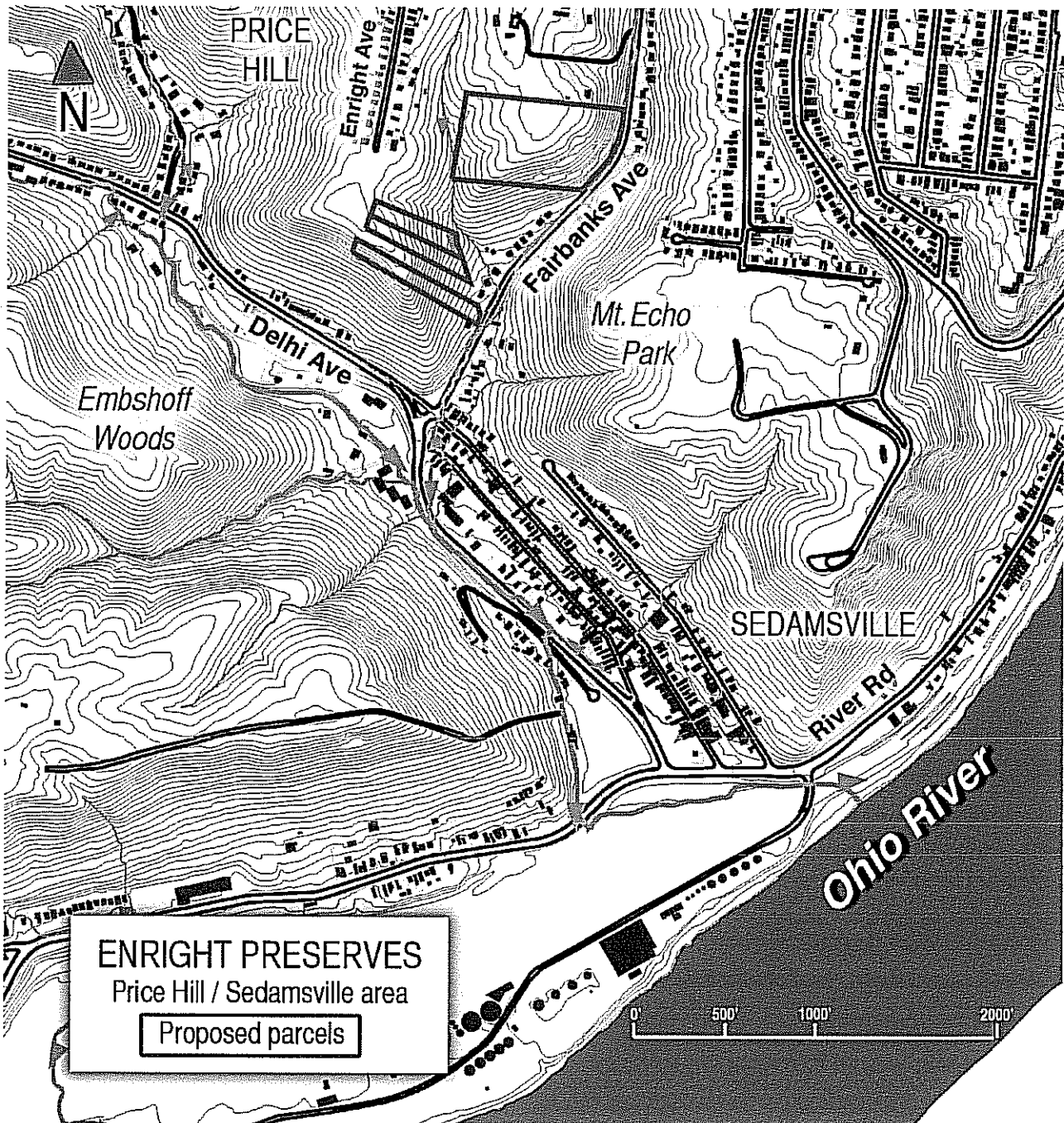
Due to new construction techniques, wooded hillsides that were undisturbed for many years are now being developed. We thank you for your efforts in working toward our mutual goal of protecting some of the valuable habitat that remains.

Respectfully,

Tim Sisson, President  
Western Wildlife Corridor

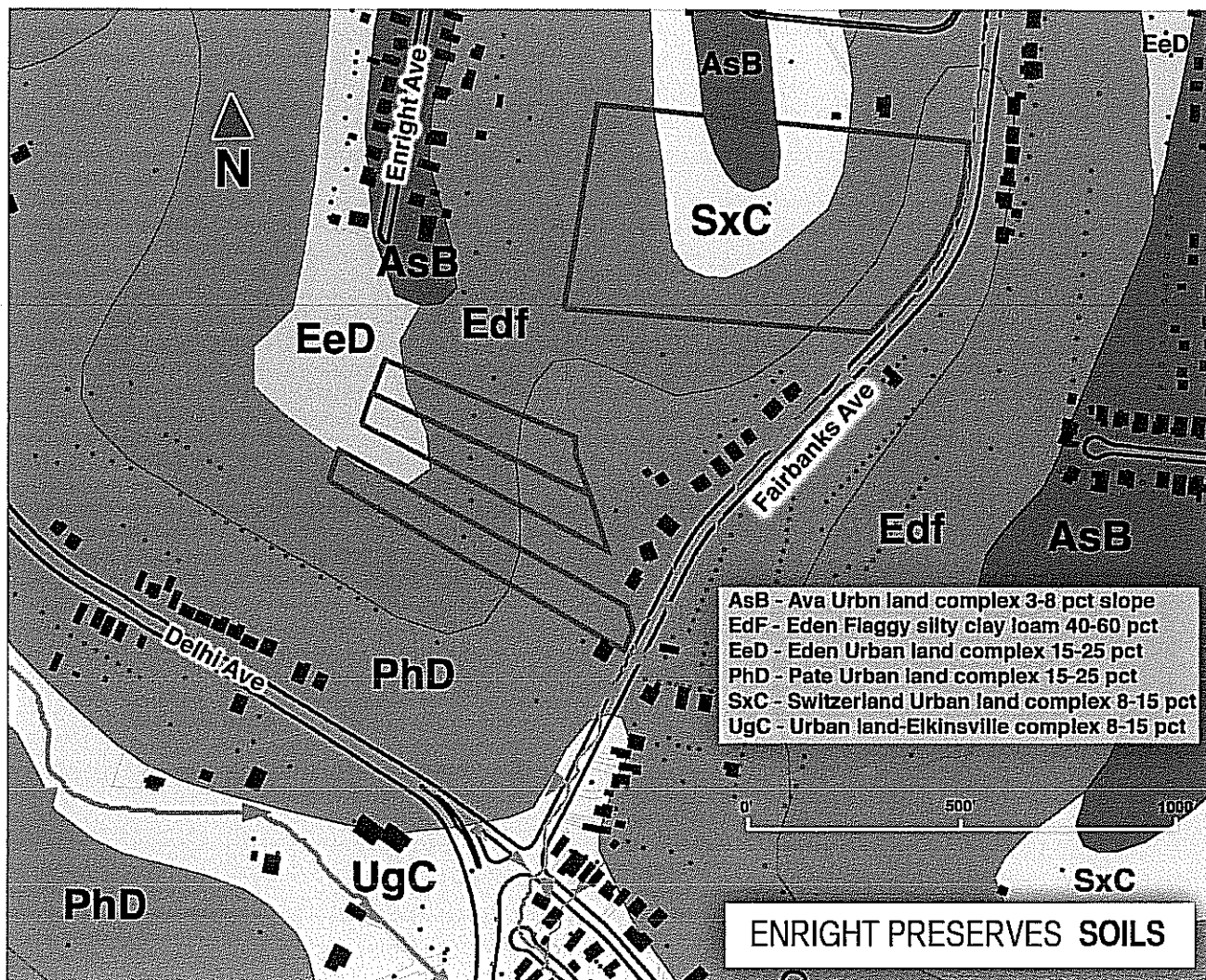
## **EXHIBITS**

## EXHIBIT 1 – LOCATION MAP

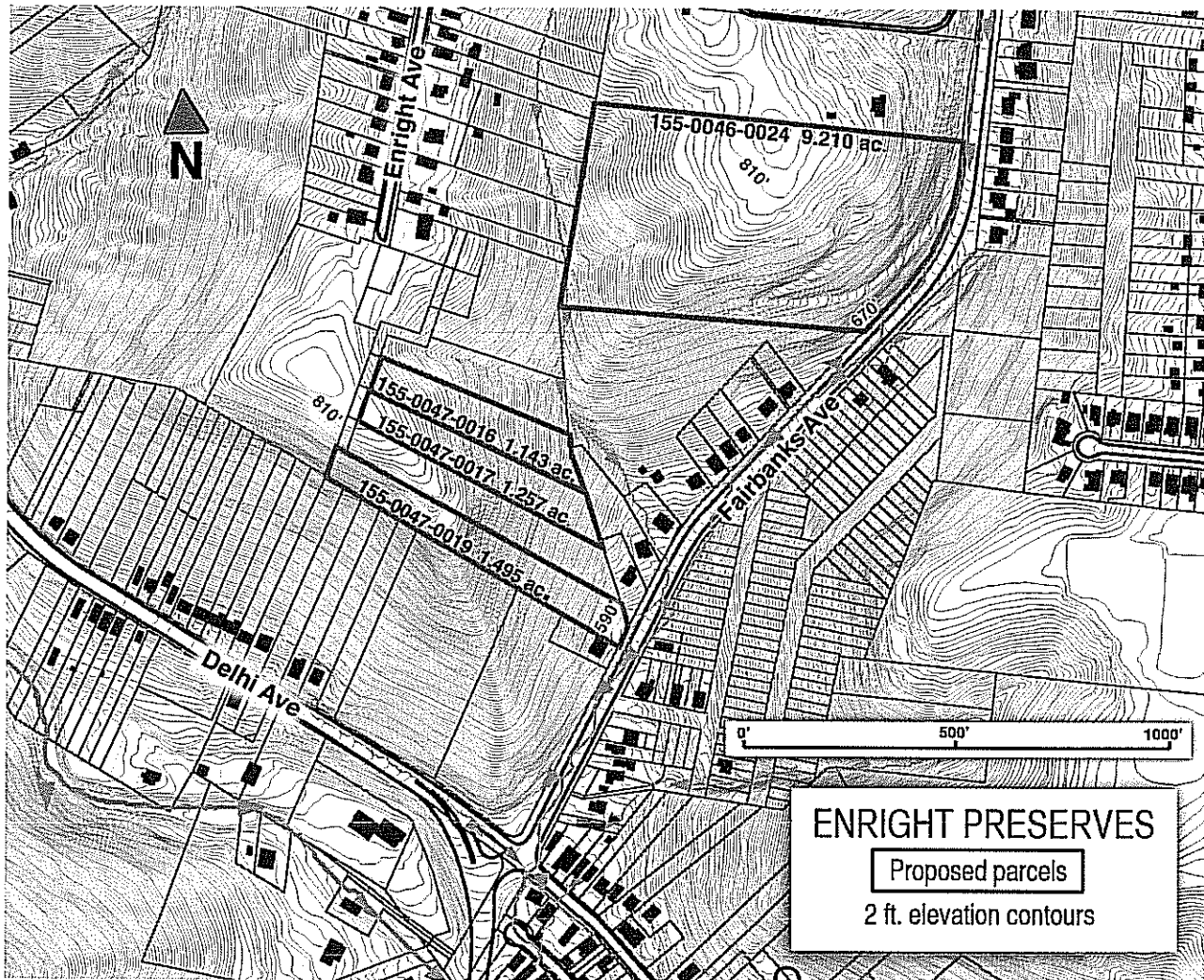




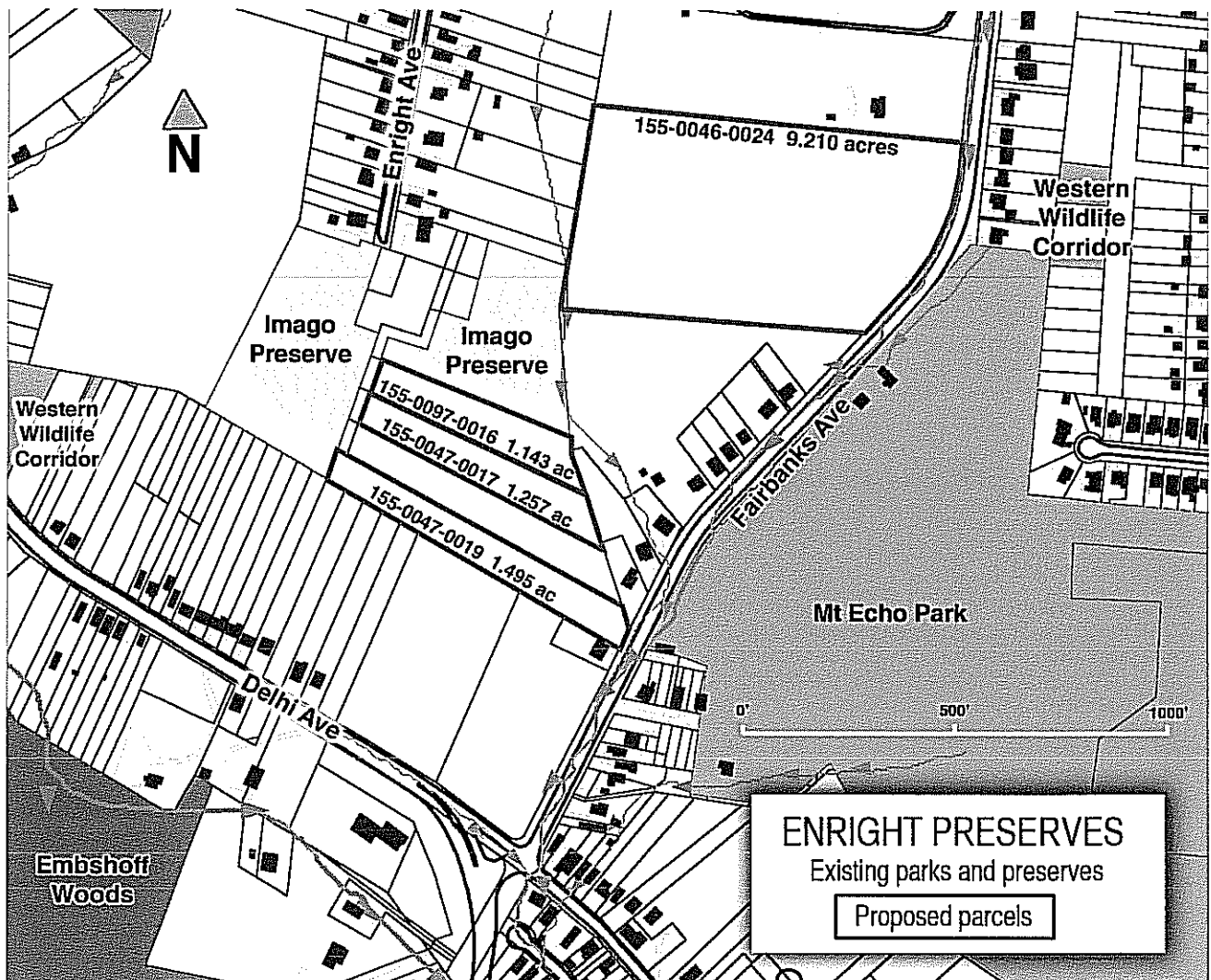
## EXHIBIT 2 – SOILS MAP



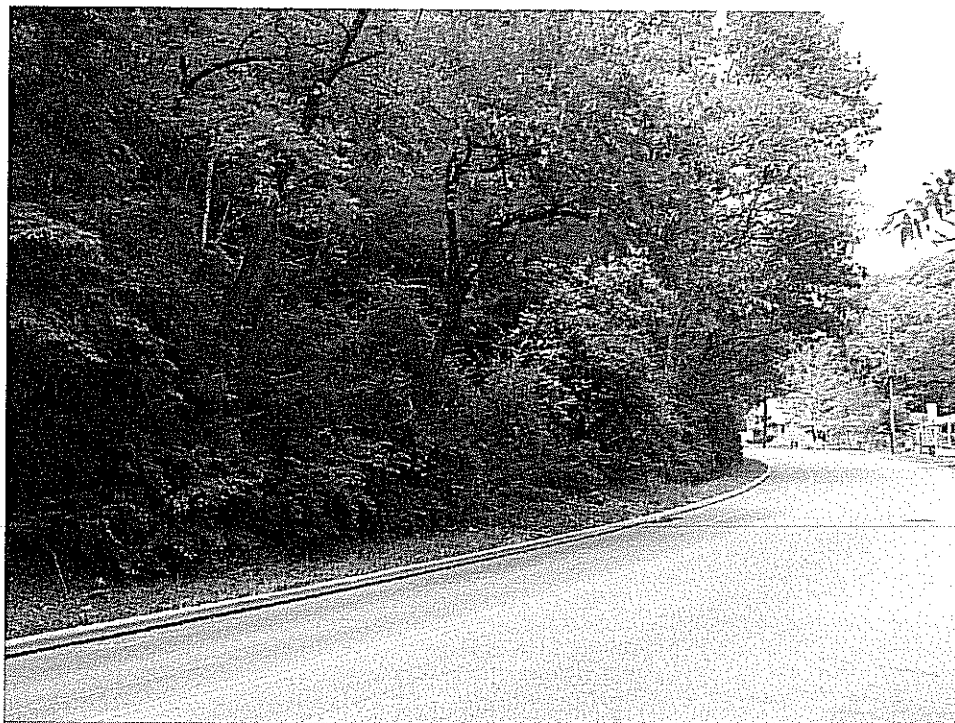
## EXHIBIT 3 – TOPOGRAPHY MAP



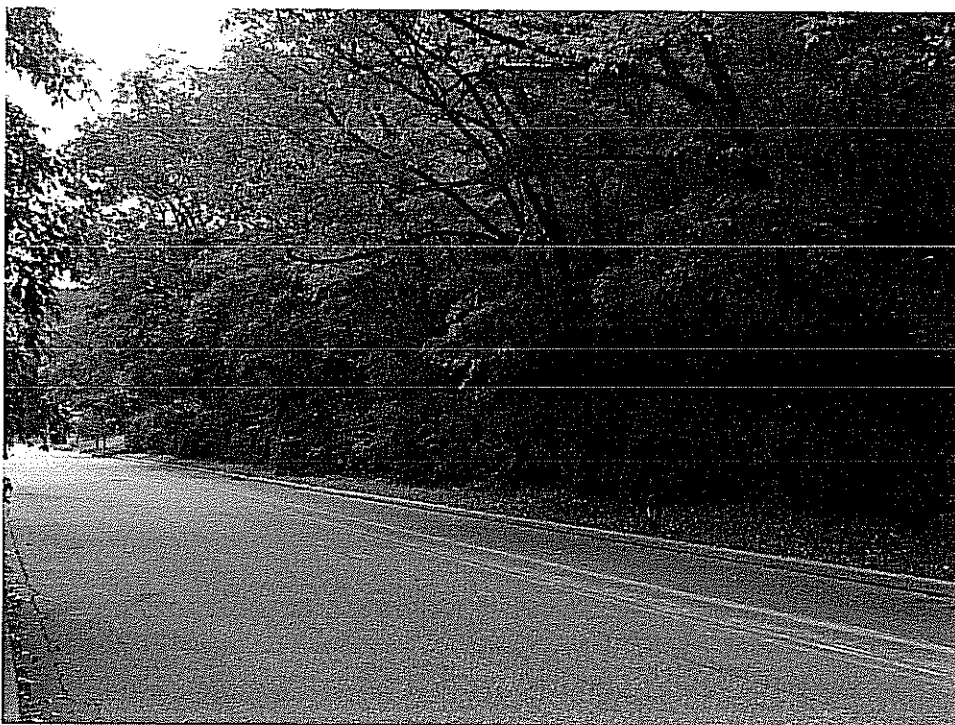
## EXHIBIT 4 - EXISTING PARKS & PRESERVES (LINKAGES)



## EXHIBIT 5 – PHOTOGRAPHS

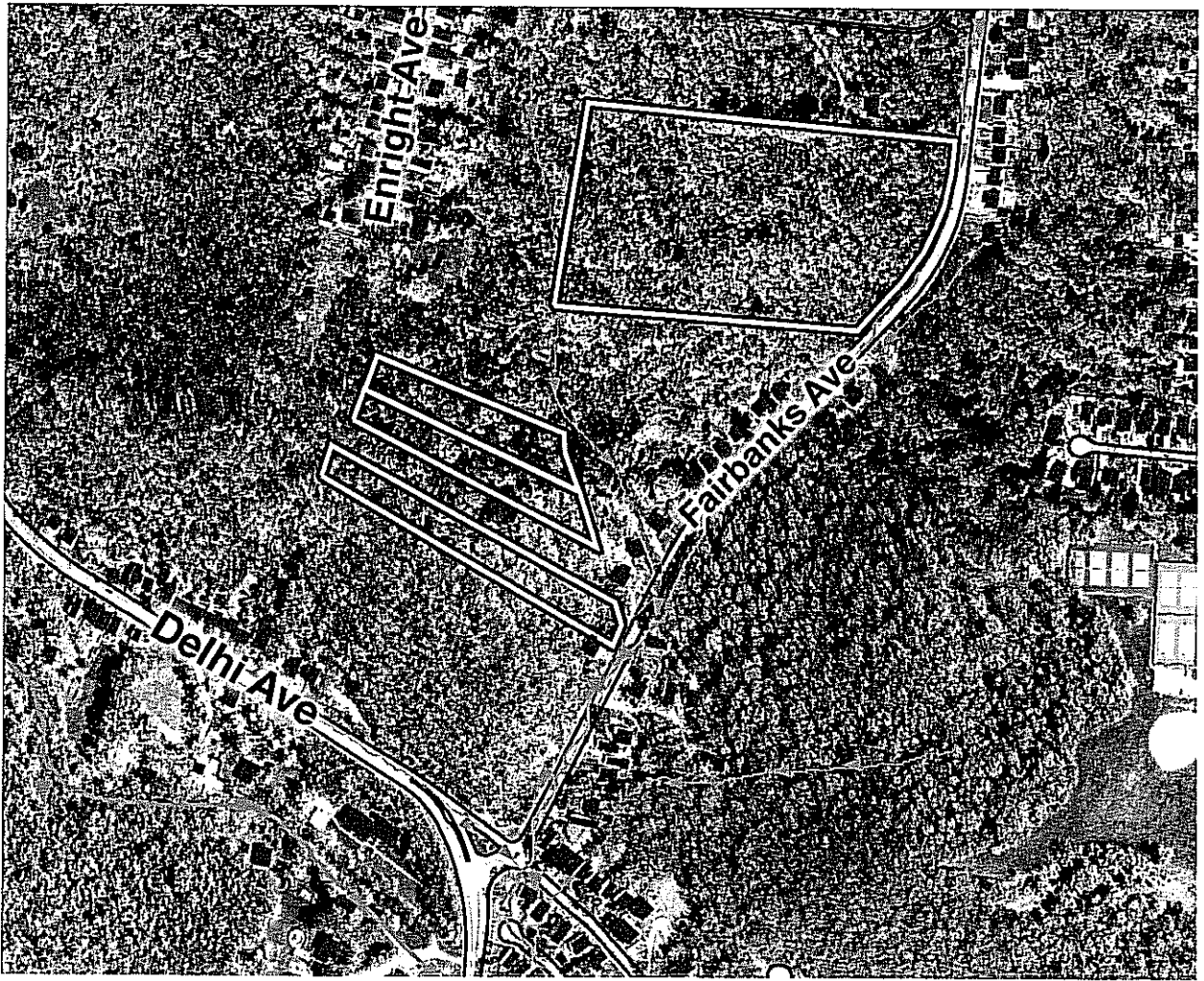


Fairbanks Ave looking north



Fairbanks Ave looking south





Aerial photograph of subject parcels (highlighted in yellow)